

RE SAMPLES



3239 west 14th street
cleveland, ohio 44109
area code 216 861-5594

T W X
810
421-8444

DATE January 6, 1967

QUOTATION No 17336

Your Recent Request

Mr. T. Nelson, Systems Consultant
Box 1546
Poughkeepsie, New York 12603

PART TERMS: 1% 10 Days — Net 30 Days

TOOLING TERMS: 50% Deposit required with order,
balance upon approval of samples. Payment due net upon
receipt of invoice.

Subject to additional terms and conditions printed on reverse side as part hereof.

F. O. B. FACTORY, CLEVELAND, OHIO

Part Description	Quantities	Price
		\$
Nylon Bobbin R-1772	250	75.60/M
R-2629	250	77.20/M
R-1773	250	74.65/M

Please note that our min. ordering quantity for this type of part is 250 pcs.

There will be a \$10.00 set-up charge per item on any order less than 5,000 pcs.

Samples sent under sep. cover.

COSMO PLASTICS CO.

Acceptance of your purchase order is subject
to our written acknowledgement and approval.

By

Paul E. Litkowski

Paul E. Litkowski

A&A

ADDITIONAL TERMS AND CONDITIONS

We appreciate the opportunity of submitting quotations to you. The following are additional terms and conditions included in the proposal thereof.

1. Notice must be given within 30 days of acceptance of quotation. After 30 days quotations are subject to withdrawal or change before final acceptance by this company. We are not bound by any printed matter on your purchase order which impose upon us conditions at variance with the terms of this form.

2. All prices are quoted for the continuous operation of dies and for the quantities specified. Subsequent reduction by you of any such quantities, or the interruption or delay by you in the continuous operation of the dies shall entitle us to make an additional charge for castings commensurate with our loss or damage entailed thereby and without affecting any other or different remedies we may have by reason hereof. Prices are subject to fluctuations of raw materials.

3. 50% payment on tooling is required as deposit with your order. Balance shall become due upon the first approval of samples of castings therefrom submitted to you. Unless rejected in writing within two weeks after delivery to you, all samples shall be deemed approved as submitted. Parts are made according to drawings or samples submitted, and conformity with same will constitute the basis for approval of the samples we submit to you.

All estimates of completion dates for dies and tools and delivery dates for samples are tentative and based upon conditions obtaining at time of quotation, and shall be deemed modified by changes effective at date of our receipt of your order thereon and by conditions beyond our control.

4. Since the quoted prices for tools and dies are on a non-profit basis often with part of the cost absorbed by us unless otherwise specified in this proposal, all tools and molds shall remain the joint property of you and ourselves and shall not be removed from our factory without prior written consent in each instance first obtained.

All dies and tools will be maintained by us in condition to furnish molded parts according to original specifications for a period of 12 months after completion of the last order.

All changes in dies or tools arising out of modifications in specifications made by you and accepted by us shall be at your sole cost and risk, but nothing herein contained shall obligate us to accept any change in specifications.

5. We shall have and retain a lien on your interest in any dies, tools or merchandise in our possession for any unpaid balance due on merchandise invoiced to you.

6. It is understood that we may at any time and without notice, alter or suspend credit terms, refuse shipment, or cancel unfilled orders, when in our opinion, the financial condition of your account so warrants, or when delivery is unreasonably delayed through any fault of yours, or when you are delinquent in any payment for invoiced merchandise.

7. The acceptance of shipment by railroads or other common carriers shall constitute a delivery to you, and we shall not be responsible for merchandise damaged in transit.

8. We assume no responsibility or liability for any loss or damage occurring by reason of delay or inability to deliver caused by fires, strikes, accidents, embargos, car shortages, delays of common carriers, insurrection, riot, acts of civil or military authorities or from any other cause which is unavoidable or beyond our reasonable control, and if delays from such causes shall occur, our delivery time shall be correspondingly extended.

9. Since we cannot predetermine rejection by our inspection, or spoilage, we reserve the right to manufacture and ship, and you agree to accept ten percent (10%) over or under the quantities ordered by you.

10. We agree to replace or, at our option, to issue credit for, all defective castings, provided claim therefore in writing, accompanied by representative samples, is made within ten days after receipt of the material by you. But we shall not be responsible for the cost of labor or charges of any kind incurred outside of our plant. Castings claimed to be defective are not to be returned to us without our prior written approval.

11. If items produced in your behalf infringe or are claimed to infringe letters patent or copyright, under which claims are made against us, you agree to assume full responsibility for everything done by us in producing the same and agree to indemnify us and hold us free of any and all losses, including expenditures made or incurred for judgments, settlements, attorneys' fees, litigation, negotiation and any and all losses and disbursements directly or indirectly resulting therefrom. You further agree within five days of notice from us that claim for such infringement has been made against us, to furnish bond in amount reasonably satisfactory to us for the full and faithful performance of this clause.

12. In cases of clerical errors we reserve the right to make necessary changes on quotations.

13. Orders for parts are considered firm and are for delivery of complete order within 6 months from date of acceptance.

14. In cases where materials or parts are furnished by the customer, 10% excess is required to allow for any losses or deviations.

15. The amount of any present or future excise taxes will be added to the prices quoted.

16. Special gauges, jigs, fixtures, if they are necessary, will be supplied by customers.

17. We are ready at all times to offer suggestions covering materials and designs, but we assume no responsibility for the merit of such suggestions or their suitability for the purposes intended by you. The materials specified in this quotation will be used and are considered to be approved by you until otherwise mutually agreed in writing between us. No modification of any order shall be binding on us unless specifically approved in writing by a duly authorized officer of our company.

COSMO PLASTICS CO.